

1897-036 Chancery Causes: S. W. Owens vs. Adm. of Emma Greer &c  
Lee Co.

Weston, Robinett, Lawson, Johnson, Fisher, Neely, Harris

CA-Debt  
T-Property



To the Honorable W. T. Miller, Judge of the Circuit Court of Lee County, Virginia:-

Your orator, S. N. Owens, would respectfully represent and shew unto your honor that on the 27th day of July 1895, he obtained before H. C. Jozlyn, one of the Justices of said county, a judgement against W. P. Weston, Administrator of the estate of Emma Greer, deceased, for the sum of \$35.00, with interest thereon from the 1st day of August 1892, 'till paid and \$1.50 costs. Your orator would further represent unto your honor that an execution on the said judgement was issued by the said Justice directed to J. B. Shufflebarger, a constable of said county, who returned the same no property found. Your orator would further represent unto your honor that the personal estate of the said Emma Greer is not sufficient to pay the indebtedness which she incurred in her lifetime. Your orator would further represent unto your honor that in the lifetime of the said Emma Greer she was seized and possessed of certain lands situated in the said county, and that she sold or swapped the same to one S. Peter Robinett and executed to the said Robinett a deed of conveyance for the same and received in return therefor the following two tracts or parcels of land, of which the said Emma Greer was possessed and seized in equity in her lifetime, and which said tracts <sup>are</sup> ~~are~~ situated in the said county on Blackwater, the first tract containing 57 acres adjoining the lands of Thomas Lawson, James Johnson, Tip Willis and Frank Wygal, the second contains about 7 acres and adjoining the lands of Jacob Flanary, Frank Wygal and James Johnson. Your orator would further represent that the said Emma Greer used, owned, occupied and controlled the said two tracts of land and that the said S. Peter Robinett recognized her as the legal owner thereof; but so far as your orator has been able to ascertain the said S. Peter Robinett never executed to the said Emma Greer any deed of conveyance to these two said tracts of land.

Your orator would further represent that his said judgement has ~~been~~ been properly docketed and indexed in the proper lien docket in the Clerk's office of the County Court of Lee County. He also alleges



that the said judgement is still due and that no part ~~of~~ thereof has been paid. A copy of said judgement is herewith filed as part hereof marked "A."

Now, therefore, in so much as your orator is remediless save in your honors court of equity, he prays that the said W. P. Weston, Administrator, as aforesaid, the said S. Peter Robinett and Frank Greer and Emma Greer, the last two of whom are infants and the children and heirs at law of the said Emma Greer, deceased, be made the parties defendant to this bill and that they be required to answer the same, but not on oath, that being waived; and that upon a final hearing the said S. Peter Robinett be required to execute a deed of conveyance; and that the said W. P. Weston, Administrator, as aforesaid, be required to settle his administration account; and should your orator be correct in saying that there are no funds in the hands of the Administrator with which to pay his lien aforesaid, then he prays that the said two tracts of land be subjected to the payment thereof.

Your orator asks that a proper Guardian Ad Litem be appointed for the said Frank and Emma Greer, infants as aforesaid

And your orator further prays that an account of the ~~liens~~ <sup>debts, &c.</sup> against the said ~~estate~~ <sup>estate</sup> two tracts of land be ascertained and reported to this Honorable court.

And your orator prays for all general and further relief as the equity of his case will allow.

May process issue, directed, &c.

Or, Blankenship & Ewing,  
P.Q.



Plffs Costs

C 3.87  
Tax 1.50  
att 5.00  
G.A.L. 5.00  
Estimated 5.00  
Sheriff 2.50  
J.P. 1.50  
Comm 5.00  
Wits 4.00

29.87

42.02

29.87

73.39

3.66.95

73.39

97.85

S. N. Adams,  
vs. Bill.

W.P. Weston, adm'r et al.

Ore, Clerkship & Bond,  
P. 9.

1895 1st Oct rules bill filed  
Spa executed & D. N.  
" 2nd Oct rules D. N.  
Confirmed & cause set  
for hearing by Plff

Plffs Costs

C 4.17  
Tax 1.50  
att 15.00  
G.A.L. 5.00  
Estimated 5.00  
Sheriff 5.60  
J.P. 1.50  
Comm 15.00  
Wits 4.00

\$ 56.77



To the Hon. W. T. Miller Judge  
of the Circuit Court of Lee County,  
Virginia.

The answer of W. P. Weston, administrator of the estate of Emma Green dec'd. who is a party defendant to a bill filed in this Hon. Court against him and others by S. A. Owens. Respondent would state that he has no personal knowledge of its matters and things set out in the plffs bill; nor had he any information in regard thereto until the filing of the report in this case by Comr. Joslyn. Since that he has been informed and believes his information to be correct. That his intestate does not owe the debt or any part thereof asserted by the plff. But upon the contrary the plff owes this respondent just what sum he is unable to say, but believes proof can be made of the amount.

The debt reported in this case is as he is informed is for the building of a house for his said intestate in her lifetime, who paid the plff therefor and ever paid him in the sale of ~~2~~ acres of land and the plff was to pay said intestate the overplus. Both the house & the land to be valued against cash.



The plff went into the possession of said land, has held ever since and has sold it to one James Johnson who still holds it. The said Emma never having conveyed the same.

Your respondent is informed that there is a writing held by the plff or assigned by him to said Johnson or others which will fully show this Contract.

He prays therefore that said report be re-committed and your respondent allowed to make proof thereof as a matter of justice to the estate of his decedent, and of which he had no knowledge at the time of Court. Justices report was that he knew to whom to apply for information. The 7 acres above referred to is the same mentioned in the plffs bill.

The judgement sued on is one obtained against your Complainant by warrant and he knew of no defense at the time - why the plff had it docketed and procees that fact your Complainant can not see it constitutes no lien upon the land of decedent, estate or gives him any priority whatever. The infants have the same right to defend this claim as if no judgement had been



taken. Said infant guardian had no notice of the taking of said account, and the proceeding can not bind them. The taking of the deposition in this case, without notice to the guardian ad litem is therefore void as to them. There is no proof of the debt after the judgment and the rents of the land are shown to be sufficient to pay the same.

For these reasons your respondent prays that said report be set aside and a new account taken when respondent will do all in his power to produce full proof of the payment of said debt.

It will be seen in all these proceedings there has been no steps taken to notify any of the family who were in fact ignorant of the same until the report had been filed. And having now fully answered the prayer to be dismissed with his costs.

Ondine H. Howell.



W. P. Weester adms

Ady } Sumner

S. M. Owens

Filed in open Court  
and by leave thereof  
March the 6th 1896  
A. B. Munsey Clerk



S. N. Owens, Plaintiff.

Against ( In ....Chancery.

W. P. Weston, Adm'r, et al., Defendants.

To the Honorable W. T. Miller, Judge of the Circuit Court of Lee County, Virginia:-

The answer of Frank Greer and Emma Greer, infants by William A. Orr, Jr., their Guardian Ad Litem, to a bill filed in this Honorable Court against them and others, by S. N. Owens.

Respondents say that they are young and of tender years are not advised as to the justice of the Plaintiff's claim; they therefore ask that he be required to proceed in a strictly legal manner, and that your honor will protect their interest in every particular, and that they may be hence dismissed with their reasonable costs, etc.

Wm A Orr Jr

Guardian Ad Litem for Frank and

Emma Greer.



S. N. Owens

vs. { As of G. A. L.

H. P. Weston, Administrator

Guardian Ad Litem for Frank and

Emma Greer

County, Virginia:-

To the Honorable W. T. Miller, Judge of the Circuit Court of Lee  
County, Virginia, at al., Defendants,  
Against ( In ...Chancery.  
S. N. Owens, Plaintiff.



upon consideration whereof the Court is  
of opinion that the p[er]f has no security for  
his debt except the tract of land hereby  
directed to be sold

S. N. Owens

v-s J. Deem for Sale

W. P. Weston, Adm'r et al

This Cause came on this day to be heard upon the papers formerly read in the Cause, the report of Special Commissioner H. C. Joslyn, and argument of Counsel, and the exceptions to the said Commissioner's report; upon consideration of which the Court adjudge, order, and decree that that said report be confirmed as to the Complainant's debt and as to the land sold by Emma Deem to S. N. Owens, and the Exceptions to said report are sustained in other particulars. And, the Court further decrees that the plaintiff recover from the defendant W. P. Weston, Adm'r of Emma Deem the sum of thirty dollars with interest thereon from the 1st day of August, 1892, till paid, and the Costs of this suit, and that unless the same is paid within thirty days from the rising of this Court, G. D. Blankenship, who is hereby appointed a Special Commissioner for the purpose shall sell the land or <sup>a</sup> sufficiency thereof to satisfy this decree on a credit of six, twelve and eighteen months time, except as to the Costs and expenses of sale which he will require to be paid down. (The land here decreed to be sold is the Welsh land, <sup>said land being by S. N. Owens to J. Deem & others</sup> shown by evidence to contain 10 or 12 acres) He will make said sale at the front door of the Court house of Lee County, Va, on the first day of



S. W. Owens

Yadwiga for Sale

W. P. Lucaloro Adams  
set at

Eu. Corb. p 535-

Corb.

W. P. Lucaloro  
Adams  
set at  
Eu. Corb. p 535-

some court, to the highest bidder, and he will require from the purchaser bonds with good security, waiving the Home- stead for the deferred payments. But before selling, he will execute bond before the Clerk of this Court in the penalty of \$150<sup>00</sup> as Conditioned according to Law, and he will advertise the time, place and terms of sale for at least thirty days by posting written notice thereof at the said Court house <sup>door</sup> and at two public places in the vicinity of the land. He will report to the next term of this Court and the Cause is continued.



S. N. Owens

against

W. C. Weston Schur of Emma Greer et al's Defts

Plff } In chy.

On motion of the defts <sup>W. C. Weston</sup> Schur &c, the decree entered in this Cause on a former day of the term is set aside, and leave is granted him to file his answer, which was filed, and the plaintiff replied generally thereto, and the Cause then came on to be heard upon the bill of the plaintiff, and exhibits therewith, the answer of the defendant W. C. Weston Schur &c, & replication thereto, and the report of H. B. Joslyn Commissioner filed in the Cause Feb: 18th 1896, and exceptions filed thereto by said Schur and was argued by Counsel. On consideration thereof, it is adjudged, ordered and decreed that said exceptions be sustained, and the said report is recommitteed to said Commissioner, who will again proceed to discharge the duties heretofore assigned him, after giving to the <sup>adversely</sup> parties, and the Guardian ad litem for the infant defendants, due notice of the time and place of his sittings. And will report his action to some future term of this Court, and the Cause is continued.



S. N. Owens

Decree No 3.

W. P. Weston Admr

O.B.P. 354

RE d  
as

Enter this decree.

M L M

Mar 6th 1896.



S. N. Owens

against

Plff.

In Chancery.

W. P. Weston administrator of the estate  
of Emma Greer deceased, et als Defts

This cause came on again to be heard upon the  
papers formerly read in the cause, and the report  
of B. C. Joslyn Commissioner filed in the Cause  
February 18th 1896, and was argued by Counsel,

On consideration thereof, <sup>+ said report being unaccepted to</sup> it is adjudged, ordered  
and decreed, that said report be confirmed,

and that the plaintiff recover against the defend-  
ant W. P. Weston administrator of the estate of

Emma Greer deceased \$36.50 with legal interest  
on \$35.00 part thereof from the 1st day of

August 1892, until paid, and the costs of this  
suit, and it appearing to the Court from said report

that there are no assets in the hands of said  
administrator with which to pay the above

recovery, and that the rents and profits of the  
real estate will not in five years pay said

amount and costs. It is further adjudged, ordered  
unless the amount of this decree & costs are paid within 30 days from the  
and decreed that, G. W. Blankenship, who is appointed

a commissioner for the purpose, do proceed  
at the front door of the Court house of this

County, on some Court day, to sell to the highest  
bidder, an one & two years time, except the

costs of suit and expense of sale which will be  
required to be paid in hand, so much of

the real estate in the bill & said report

adjudgment in this cause. then



mentioned as will be necessary to pay the  
amount of this decree and expense of said  
sale, having first advertised the said sale  
for at least thirty days by written advertise-  
ments at the front door of the Court house  
of this County and in the vicinity of said land.  
Said Commissioner before selling will adver-  
tise the time, terms and place of sale for at  
least thirty execute bond before the Clerk of  
this Court in the sum of \$100.<sup>00</sup> Conditioned  
according to law, and report his action  
hereunder to this Court at some future  
term. And the Cause is Continued.

S. A. Owens.

vs. Decree No 2.

W. P. Weston Admors

-itals.  
O. B. O. 934

Entered this decree.

W. J. M.

Mar 5 1896.



S. N. Owens, Plaintiff.

Against--(---- In-----Chancery.

W. P. Weston, Adm'r, et al., Defendants.

This cause came on to be heard on the bill of the Plaintiff, and exhibits therewith, the process duly executed on the Defendants, and <sup>on</sup> motion of the Plaintiff <sup>Wm. A. Orr, Jr.,</sup> was appointed Guardian Ad Litem for Frank Greer and Emma Greer, the infant defendants, and thereupon the said Guardian Ad Litem filed their answer, to which the Plaintiff replied generally, and the the cause came on further to be heard upon the answer of the said infants, and was argued by counsel; on consideration thereof, and the adult Defendants failing to appear, plead or answer, the bill is taken for confessed against them, and it is further adjudged, ordered and decreed that the Plaintiff recover against the Defendant, W. P. Weston, Administrator of the estate of Emma Greer, deceased, \$36.50, with legal interest on \$35.00, part thereof from the first day of August 1892, until paid, and the costs of this suit; and that H. C. Joslyn, who is hereby appointed a Commissioner for the purpose, do state and settle the account of the said W. P. Weston, administrator, as aforesaid, and that he ascertain and report the indebtedness against said estate, and whether or not the personal estate will be sufficient to pay the same, and if not what real estate belongs to said decedent is liable to be subjected to the payment of said <sup>indebtedness</sup> ~~debt~~, where situated and the annual rental value thereof, and whether <sup>not</sup> ~~or~~ the same will rent for a sum sufficient in five years to pay said indebtedness. The Commissioner before proceeding under this decree will give due notice to the Plaintiff and said administrator, and report his action to the next term of this court, and this cause is continued.



is continued.

and report his action to the next term of this court, and this court  
decree will give me notice to the Plaintiff and said Administrator,  
pay said indebtedness. The Commissioner before proceeding under this  
and whether or the same will rent for a sum sufficient in five years to  
ment of said debt, where situated and the annual rental value thereof,  
estate belongs to said decedent in Illinois to be subjected to the pay-  
ment estate will be sufficient to pay the same, and if not what real  
port the indebtedness against said estate, and whether or not the per-  
W. P. Weston, administrator, as aforesaid, and that he ascertain and re-  
tioner for the purpose, do state and settle the account of the said

S. H. Owens  
vs. J. Deere  
W. P. Weston, Admin, et al.

Order Book P. 267

Enter this Secret

Nov. 12, 1895.

W. P. Winton, Adm'r., of Al.; Defendants.

Arginine (----) In----Choline.

2. M. O'Brien, Bristol.



(1)

Virginia

At a Circuit Court Continued and held  
for Lee County at the Court-house thereof  
on the 6<sup>th</sup> day of March 1897.

S. N. Owens

Plffs

Decree for Sale

W. P. Weston Admr et al Defts

This Cause Came on this day to be  
heard upon the papers formerly read in  
the Cause, the report of Special Commission-  
er H. C. Joslyn, and argument of Counsel,  
and the exceptions to the said Commissioners  
report; upon consideration of which, the  
Court adjudges, orders, and decrees that said  
report be confirmed as to the Complainants  
debt, and as to the land sold by Emma  
Greer to S. N. Owens, and the exceptions to  
the report are sustained in other particu-  
lars; upon consideration whereof the Court  
is opinion that the plaintiff has no security  
for his debt except the tract of land hereby  
directed to be sold. And the Court further  
decrees that the plaintiff recover from  
the defendant W. P. Weston Admr of Emma  
Greer the sum of thirty dollars with inter-  
est thereon from the 1st day of August 1892  
till paid and the Costs of this Suit, and  
that unless the same is paid within  
thirty days from the rising of this Court  
S. W. Blankenship who is <sup>hereby</sup> appointed a  
Special Commissioner for the purpose  
shall sell the land or a sufficiency



thereof to satisfy this decree. On a credit of Six, twelve and eighteen time except as to the Costs and expense of Sale which he will require to be paid down (the land here decreed to be sold is the Welsh land Sold Conditionally by S. N. Owens to James Johnson and Shown by evidence to contain 10 or 12 acres.) He will make said Sale at the front door of the Court-house of Lee County Virginia, on the first day of Court, to the highest bidder, and he will require from the purchaser bonds with good security waiving the homestead for the deferred payments. But before selling he will execute bond before the Clerk of this Court in the penalty of \$150.00 Conditioned according to law and he will advertise the time place and terms of Sale for at least thirty days by posting written Notices thereof at the said Court-house door and two public places in the vicinity of the land. He will report his action to the next term of this Court, and the Cause is continued.

A Copy: Leste A B Munsey Clerk

S. N. Owens  
Copy of decree  
W. P. Weston admr  
Executed & filed  
1922-18-97 by delivery  
ing a true copy of  
the within Decree  
to G. W. Blankenship  
W. P. Weston S. G. L.

Copy for  
G. W. Blankenship  
Clerk \$1.00



Virginia

At a circuit Continued and held for  
Lee County at the Court-house thereof on  
Monday June 11<sup>th</sup> 1894

F W L Welch Guard for &c Plff  
against  
Amanda M Welch et al Dfts } In Chancery

This Cause came on this day to be  
again heard upon the papers formerly read  
and the report, receipts and exhibits of Spe-  
cial Commissioner D C Sewell filed on  
May the 22<sup>nd</sup> 1894. And was argued by Coun-  
sel On Consideration of all which no ex-  
ceptions having been filed to said report  
the same as well as the disbursements  
made by said Commissioner for which  
he filed proper receipts are each confirm-  
ed and made final. And it further ap-  
pearing from said report that Samuel  
P Robnett purchaser of the land herein  
sold has paid to F W L Welch Guardian  
as per a former decree herein filed  
his receipts with said report to that ef-  
fect. It is adjudged ordered and decreed  
that Commissioner Sewell is hereby dis-  
charged from further liability resting upon  
him as such Commissioner and his  
acts as Commissioner are fully approved  
and confirmed and that said Guardian  
Welch as such become and is chargeable  
with the proceeds arising from said sale  
amounting on the 4<sup>th</sup> day of May 1894.



to \$370.70 and it is further decreed that  
Said Sewell who is hereby appointed a  
Commissioner for the purpose do con-  
vey to Said purchaser Samuel P Robinett  
the Said land, and report his action  
to the next term of this Court. and  
the Same is Continued

A Copy

Teste A B Munsey Clerk

F. W. L. Welch Guard  
057 Copy of Decree

Amanda Welch et al

(2)

Clerk 25<sup>cts</sup>



Virginia

At a Circuit Court Continued and held  
for Lee County at the Court-house thereof  
on Wednesday November the 14<sup>th</sup> 1894.

F. W. L. Welch Guard Plff }  
against } In Chancery  
Amanda Welch et al Defs }

This Cause Came on this day to be  
again heard upon the papers formerly  
read & the report of deed made by D C  
Sewell Special Commissioner filed Oct 22<sup>nd</sup>  
1894. to which there are no exceptions & was  
argued by Counsel. On consideration of which  
it is adjudged, ordered, & decreed that said  
report be & the same is hereby confirmed  
& the deed conveying the land in the bill  
mentioned to S P Robinett the purchaser  
thereof being seen & inspected by the Court  
is confirmed & made final & it further  
ordered that the Clerk of this Court deliver  
to the said S P Robinett purchaser the said  
deed & it is adjudged that said S P Robinett  
pay to the said Sewell \$2.50 for making & re-  
porting said deed for which execution  
may issue & this cause is stricken from  
the docket

A Copy

Teste A B Munsey Clerk



F. W. L. Welch Guard  
vs } Copy of Decree <sup>No. 3</sup>  
Amanda Welch et al

(3)

clerk 25<sup>cts</sup>



Virginia

At a Circuit Court Continued and held for Lee County at the Court-house thereof on Tuesday Nov 12<sup>th</sup> 1895:

S. M. Owens

Plff

against

W. O. Weston Admr et al Deft

In Chancery

This Cause come on to be heard upon the bill of the plaintiff and exhibits therewith, the process duly executed on the defendants, and on motion of the plaintiff W. A. Orr was appointed Guardian ad litem for Frank Greer and Emma Greer the infant defendants, and thereupon the said Guardian ad litem filed their answer. The adult defendants failing to appear, plead, or answer, the bill is taken for confessed against them. And it is further adjudged ordered and decreed that the plaintiff recover against the defendant W. O. Weston, administrator of the estate of Emma Greer deceased \$36.50 with legal interest on \$35.00 part thereof from the 1st day of August 1892 until paid and the Costs of this Suit;



and that H B Joslyn who is hereby appointed a Commissioner for the purpose do State and settle the account of W. P Weston administrator as aforesaid, and that he ascertain and report the indebtedness against said estate, and whether or not the personal estate will be sufficient to pay the same. And if not what real estate belongs to said decedent is liable to be subjected to the payment of said indebtedness, where situated and the annual rental value thereof, and whether or not the same will rent for a sum sufficient in five years to pay said indebtedness. The Commissioner before proceeding under this decree will give notice to the plaintiff and said administrator and report his action to the next term of this Court. And the Cause is continued.

A Copy Teste

A B Munsey Clerk



S. N. Owens  
vs Copy of Deed  
W. P. Weston adms

Executed by  
delivering a copy  
of the within Deed  
to H. C. Joslyn this  
Dec 11-1895

J. M. Weston & Co.  
for Wm. P. Weston  
S. L. C.

Copy H. C. Joslyn  
C 75



S. N. Owens Plff } In Chancery  
vs. W. P. Weston et al Defts }

Proceedings before H. C. Joslyn  
Special Commissioner.

The deposition of  
A. J. Lawson taken at the Circuit  
Court Clerk's office in the town  
of Jonesville Lee County Va. to  
be read as evidence in behalf  
of the parties on the inquiries  
directed to be made by said  
Commissioner, on the 17<sup>th</sup> day  
of July 1896.

Present S. N. Owens Plff. and  
no appearance for the defendants.

A. J. Lawson a witness of  
lawful age being duly sworn  
deposes as follows.

Ques by The Commissioner.

Are you acquainted with the estate  
of Emma Green Decd. if so how  
long have you known the  
same. Ans 2 am, and  
have been several years.

Ques. Did Emma Green leave any personal  
estate. if so what has become of it.

Ans. There was one cow left, and  
some sheep. but not enough of anything.



all put together to pay this debt. I don't  
know what has become of them.  
Ques. What real estate did Emma  
Greer own at her death, what  
is its value, and for how much  
will it rent per year.

Ans I think there is about 16 acres  
of the land, and it is worth  
\$10.<sup>00</sup> per acre, and it might  
rent for I should think \$10.<sup>00</sup>  
per year. I am certain this debt  
is all Emma Greer owed at  
her death.

And further this deponent doth not  
Witness Claims A. J. <sup>his</sup> Lawson  
1 day 50 cts mark

Virginia Lee County To-wit:  
J. Henry C. Goolsby Spl Commissioner  
appointed by the Circuit Court for Lee  
County, do hereby Certify, that the  
foregoing deposition of A. J. Lawson  
was duly taken, sworn to and subscribed  
before me, at the time and place  
mentioned in the Caption of the same.  
Given under my hand this 17<sup>th</sup>  
day of Feb 1896.

H. C. Goolsby,  
Spl Commissioner.



S. M. Owens Ref  
D.S. 3 In Chancery  
W. P. Weston Adm<sup>r</sup>  
seft

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The deposition of  
A. J. Lawson

---

Filed Feb'y 18<sup>th</sup> 1896  
A. B. Murray Clerk



S. N. Owens Plff. } In Chancery  
vs. }  
W. P. Weston Adm et al. Defs.  
Proceedings before H. C. Joslyn  
Spl Commissioner. had This 15<sup>th</sup>  
day of May 1896. at the office  
of Orr & Blankenship in the town  
of Jonesville. pursuant to notice  
herewith filed. Present Orr & Blankenship  
Counsel for Plaintiff, and S. C. Sewell  
of Counsel for defendants.

S. S. Johnson a witness of lawful  
age being duly sworn deposes  
as follows.

Ques. 1. State your age, occupation & residence?

Ans. I am 47 years of age. I am a  
farmer, and reside in Lee Co Va.

Ques. 2. State anything you may know a-  
~~bout~~ bout the debt in this  
Cause due from the Estate  
of Emma Greer, deceased, to  
the Plaintiff, S. N. Owens, what  
it is for and all you may  
know about it?

Ans. I know that Mr Owens built a  
house for Emma Greer sed.  
I was employed by him to  
help build it. The work done  
was reasonably worth \$35.00 The  
amount charged for the same. This  
work was done some three years



ago. The work was done fairly well, and Mrs Green moved into it, and lived there up to the time of her death. There was some little fault with the chimney, and Owens had it taken down and fixed differently. Made wider or something of the kind. I lived close to her. was about there considerable and never heard her complain about the house or work. I know Mr. Owens furnished the material and built the house. I don't know of Mr Owens ever getting any pay for this work. - X. Ex -

What did you do <sup>about</sup> ~~in~~ ~~and~~ this work & who employed you?

Ans. I Cut the logs, helped saw the board timber, and helped make the boards. I was employed by Owens, and while he was away he got me to look after the timber, and I went to J. M. Fisher's and bought the trees out of which the ~~timber~~ was



A house was built.

You were then acting as  
Mr Owens agent in this  
matter were you not?

Ans.

I was working for him at the  
time. he said we would get  
what we could off of Mrs  
Greens land, and he would  
buy some from Fisher. I could  
not find any on her land,  
and went and bought enough  
for the whole thing from  
Fisher. I was acting for Mr  
Owens in the matter, and  
working for him at the time,  
and he paid for all my  
work.

The testimony of this witness  
is excepted to as incompetent be-  
cause it is clearly shown that he  
was acting for Mr. Owens as  
his agent & testifies against  
the interest Mrs Green who  
is incompetent to testify  
by reason of her death.

D. P. Sewell  
for Admr.

~~The further~~



Re-examination.

Ques. 1. Were you employed as the agent of S. N. Owens?

This question & any answer thereto because the Plaintiff & his Counsel have just called witnesses out & had a conference with him & C - D. F. Sewell.

Ans. I was not employed as the agent of S. N. Owens - but was working for him as a labourer.

Ques. 2. Were in you in anywise acting for him, or in other words were you not simply performing the labor & service in this matter as you were requested to do by the Plaintiff?

Ans. I was not acting for him - or I was just hired to him, and done what he told me to do. And further this deponent doth not.

Witness

S. S. Johnson

Claims 1 day .50 cts

The further Taking of evidence in this account is adjourned until Friday May 22<sup>nd</sup> at 9 o'clock at the same place.

This May 15<sup>th</sup> 1896. H. C. Foslyn

Sp. Commissioner



Met pursuant to adjournment at  
the same place, on this May 22<sup>d</sup> 1896.  
and no person appearing to testify in  
this case. the further taking of  
this account is adjourned until  
further notice.

This May 22<sup>nd</sup> 1896.

H. C. Joslyn Jpl. Comr.  
Virginia Lee County So. wit:  
I, Henry C. Joslyn a Justice of the  
Peace for the said County, do hereby  
Certify that the foregoing deposition  
of S. S. Johnson, was duly taken, sworn  
to and subscribed before me, at the  
time and place mentioned in the  
caption of the same.  
Given under my hand this 22<sup>d</sup>  
day of May 1896.

H. C. Joslyn J. P.  
Met pursuant to notice hereto  
attached on this 8<sup>th</sup> day of Oct  
1896. at the Office of Orr & Blankenship  
present J. W. Orr for the Plff. and  
S. C. Sewell for Admrs.  
Anna Robinett a witness of  
lawful age being duly sworn  
deposes as follows.

1<sup>st</sup> ques. I am 66 years of age. I live



S. N. Owens Plff  
vs. 3<sup>rd</sup> Chancery  
W. P. Weston Adm et al Defts

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The Deposition of  
S. S. Johnson

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Received from H. C.  
Joslyn the JP before  
whom taken & filed  
May the 26<sup>th</sup> 1896  
A. B. Munsey Clerk

Costs  
Witness .50



(4)

on Blockwater Lee Co Va. I do know S. N. Owens the Plff. and I also knew Emma Green <sup>nee</sup> she is my daughter. Some four years ago. S. N. Owens Contracted to build Emma Green a house worth thirty or thirty-five dollars. and he was to build her a neat little house to be comfortable. I dont know the size it was to be. he failed to get the house finished. and in payment he was to take a certain piece of land up above where he then lived. the land was to be valued. and he was to take the land for building the house. and if there was any more than to pay for the building of the house he was to pay it over to Emma Green. Mr Owens took possession of the land, and I have learned that Owens has sold it. Mrs Emma Green none of her representatives have had any possession or Control of this land since.



Emma Greer has been dead  
Three years next Jan. 2 heard  
them make This Contract in my  
house. it was a verbal Contract.

+ Examined.

Ques 1. Do you know who Emma Greer got the land  
from that Mr Owens was to have?

Ans. It was laid off to Welches heirs,  
and Peter Robinett bought it  
from them, and Peter Robinett  
swapped it to Emma Greer  
for some other land.

2. Did Peter Robinett pay the purchase money for said  
land to the Welches?

Ans. This question is objected to  
because the facts enquired  
of is of record in the Lee  
County Court Clerks office  
in the Chancery cause of  
F. W. L. Welch against the Welch  
heirs on the best evidence.

D. F. Sewell for Allen

Ans. I dont know whether he has or  
not.

3. What is your information from the parties?

Ans. I understand from the parties that



Some of it is paid, and some is unpaid.

The question & answer are excepted to because ~~hence~~ & the records above referred to is the best evidence.

D. P. Swell for Adm.

Thes 4. Do you know who has possession of the land or do you just speak from what you have heard.

Ans. All I know is what I hear from others. ~~I know from~~

5. Did you hear the contract between Mr Owens & your daughter or did you only hear your daughter say what it was?

Ans. I heard it. at the fireside in my house.

6. Were any deeds made for the land between the parties?

Ans. Yes Sir. I rec'd so, but don't know myself. Peter Robinett made title <sup>to Board</sup> a ~~deed~~ to Emma Greer. I saw it. it was acknowledged at my house. Emma Greer did not make a deed to Mr S. N. Owens. He sent for him several times. for him to come for she would not be here long. She



told me she wanted to settle up with him and make him a deed to save her children costs. and she told Owens's wife so.

7. Did you hear her tell Owens wife so?

Ans. Yes Sir. I did.

8. How could she make a deed to the land if she did not have the title?

Objected to because misleading there is nothing showing she did not have title.

D. F. Sewell

Ans. I have told you, she had a title bond.

9. How long before Mrs Greer's death was it that she sent the word to Mr Owens that you speak of.

Ans. I don't remember how long it. Might have been one. Two or three weeks.

10. What did Mr Owens lack of finishing the house.

Ans. He lacked, laying the floor. Making a door. and some in the loft. he layed the floor <sup>without nailing</sup> green, when he was to lay a good tight floor.

11. Did Mrs Greer move into the house and if so



how long did she live in it?

Ans. She lived in it from Spring till Fall <sup>and in the winter</sup> and tried often to get Owens to fix the house, but he would not. The house was built in the Fall and winter and she moved into it the next Spring - it has been 3 or four years I don't know which

Re-Examined.

What condition was Mrs Green when she sent for Mr. Owens to come & settle & make him the deed?

Ans. She was sick and confined to her bed.

Did Mr. Owens come when sent for?

Ans. No Sir. Not that I know of. until after she died.

And further this deponent doth not.

Witness claims Anna <sup>his</sup> Robinett  
1 day, 50, cts. Mark

James M. Fisher another witness of lawful age. being duly sworn deposes as follows.



I am acquainted with the land  
said to have been paid for the  
house. Mr Owens had this land  
in possession, about two years,  
and James Johnson has had  
possession of it about two years.  
Johnson said he bought it from  
Mr Owens. I think a fair  
rental value of this land would  
be \$10.00 per year. ~~I am acquainted~~  
I have heard that there is 12 or  
14 acres of this land, and I  
should think it was worth  
\$75.00 <sup>not</sup> I am ~~also~~ acquainted with  
the price of land sought to be  
sold in this case. I know  
the house built by Mr Owens  
for Mrs Greer. I done the last  
work that was done on  
the house. The floor was  
laid down loose, large cracks  
in it, there was some four  
or five joist laid down flat  
ways some of them. The loft  
was pretty well covered with  
loose plank. There was a  
window served out, but not



Josh or Gloss in it. I made  
a shutter for the window and  
also for the door. and Mr  
Omens paid me for them.

The foregoing answer is excepted to in so far  
as it states anything said by James Johnson  
and in so far as it states anything said about  
the value of the land or rental value of the land  
because hearsay, irrelevant and immaterial.

J. W. Orr. for Plff.

What would it be reasonably  
worth to make these deficiencies  
spoken of by you complete  
in a workman-like manner.

This question is excepted to because the  
witness has not proven what the Contract  
was, or that there were deficiencies.

Orr. for Plff.

Ans. I should think it would be  
worth \$10.00 to finish up  
the house in a workman like  
manner.

Are you a carpenter?

Ans. I am not by trade. but work  
at it some.

Did you or ~~not~~ even hear Mrs  
Green complain before her death



That Mr. Owens had not finish  
the house according to their  
contract?

Objected to because any statement made  
in the absence of S. W. Owens would  
be self serving

D.W.

Ans. Yes sir. I heard her say that  
along in the fall before she  
died that winter,

Y. E.

1 What no of acres is there in the land  
you say Mrs. Green let Owens  
have for building this house?

Ans. I don't know myself. but I have  
heard it said - there was 12 or 14  
acres.

2 What is it worth?

Ans. Objected, to because answered once  
definitely.

D. F. Sewell.

Ans. If there is as many acres, as I  
have been told there was, it  
would be worth \$75.00

3 Then if the land is worth \$75.00 and  
Mr. Owens bought it for \$30. or  
\$35. how much would he be  
damaged if the heirs of Mrs. Green



can not make title thereto.

This question and any answer thereto is excepted to because misleading because there is no evidence to support any such proposition.

J. P. Sewell for the def.

Ans. He would be out about \$37.<sup>50</sup>  
Do you know the land & if so how long have you known it

Ans. I know the land, and have known it, about 40 years.  
How much of it has been cleared since Mr. Owens & Mr. Johnson have been in possession of it.

Ans. I think Mr Owens & Mr Johnson have cleared  $\frac{3}{4}$  of an acre, perhaps more.  
Is it not a fact that Mr. Owens would lose all that he paid for said land if the title is not good.

Objected to because nothing is shown to be paid?

Ans. It looks like he would, unless he could get it out of something else.

Ques What was it reasonably worth to do the work that Mr Owens done & had done



in the house?

Objected to because immaterial  
as the contract should govern!  
Sewell -

Ans. I dont think a Man Could  
have done the work, so  
for as the house was com-  
pleted, for less than \$30.<sup>00</sup>

Ques You stated before the Justice on the trial of  
the warrant in this Case that it was  
worth \$35.<sup>00</sup>. Did you not?

Ans. If ever I stated it, I dont  
recollect it, if I did it has  
slipped my mind.

Ques What did Mr Owens pay you for your  
work and what work did you do on the  
house?

Ans. I dont know what he paid me.  
Myself and another hand  
put up the Chimney, I Sowed  
out a window, & faced and Coed  
it up, and put a shutter to it.  
I faced up the door and put  
a shutter to it, and I let  
him have the house logs.  
I dont remember what he paid  
me for the house logs, it was



\$4.<sup>00</sup> or \$5.<sup>00</sup> for the timber in the woods to make the house top. I don't remember how much he paid me for my work on the house.

Ques. Your recollection is not very good about matters so far past is it?

Ans. I paid no attention to it, particularly after it was done and past.

Ques. Did you hear the contract between Mrs Greer & Mr Owens?

Ans. No Sir:

Ques. Did you take down a chimney to the house put up by Mr Owens and put up another?

Ans. It was put up as far as the arch, and Mrs Greer did not like the way it was put up, the fire place was too small. so we tore it out and put up another. Mr Owens had this work done, and paid for it,

- Re examined -

Did the chimney smoke after you had completed it?

Ans. The chimney smoked pretty badly, when large wood was used.



~~Is it not a fact that you~~  
~~were at the house during~~

Were <sup>the</sup> rock material furnished  
you by Mr. Owens sufficient  
to make a <sup>good</sup> chimney out  
of?

Ans. A man could not make a good  
chimney out of those rocks unless  
he dressed them off.

Do you know whether the  
chimney was taken down  
& another built after  
you completed it for Owens?

Have you seen any evidence  
of it, if so what?

Ans. I don't know it to be down  
myself, but I passed there  
and saw some rocks that  
looked like they had been  
changed about, and had  
the smoked side out. They  
told me it had been re-  
built

Objector to the answer  
<sup>Mr. G. G.</sup>  
Are you a stone mason?

Ans. Not by trade, but I work at  
it sometimes.



16) Would the Chimney have smoked if Mrs. Grier had accepted the fire place the size you first built it?

Ans. I dont know.

You say you are a stone mason - is it not a fact that a chimney draws better with a small throat <sup>or a large one.</sup>

Ans. I did not say I was a stone mason. I always found a small throat would draw the best, if the flue was not choked above.

Said you choked the flue above?

Ans. I Cant tell whether I did or not. The rocks might have done it. They were so large.

Said not Mr. Owens send you there to put up a good Chimney - and did not Mr. Owens say that he wanted her satisfied about the work

Ans. He sent me there to put up such a chimney as I could out of the rock. and I laid the rock up as I found them. it appeared like he wanted her satisfied about the fire-place.



17) How much per day did you get for your work on the Chimney?

Ans. one dollar per day.

And further this deponent doth not.

Witness Claims James M. Fisher

1 day 50. Cts

~~Joseph Johnson~~

~~J. H. Owens~~ another witness of lawful age, being introduced by the plaintiff, depose and say, after being duly sworn:

1 What is your age ~~and say you are the~~ plaintiff in this

Ans. I will soon be 40 years old.

2 Are you acquainted with the house built by Mr. Owens for Mrs. Green?

Ans. I am.

3 What was the house reasonably worth just as Mr. Owens built it?

Objected to because immaterial. The Contract should govern - D. T. Lowell

Ans. I guess it ought to be worth \$35<sup>00</sup> That is what he was to have. I did not hear the Contract, but I understood he was to have \$35<sup>00</sup>

The understand of the witness is objected to unless it was stated by Mrs. Green.



- Crop. Examined -

Do you state that Mr Owens was to get \$35<sup>00</sup> for building the house & that it was your understanding that he was to get 35<sup>00</sup>, from whom did you understand that?

Ans. I heard him talking about it. Was the ~~quest~~ house completed if not what was lacking when Mr. Owens quit working on it?

Ans. It was not completed up, the floor was not finished, and the loft was laid down loose, & only 4 or 5 joist. I did not hear the Contract, and don't know what was to be done. There was a shutter to the windows but no sash or lights in it. There was some nails in the floor, and some of the planks were loose.

Are you acquainted with the land said to have been paid to Mr Owens for building said house?

Ans Yes Sir.



What is its fair cash rental  
value per year?

Objected to because immaterial.

Orr

Ans.

It ought to be worth about \$10.00  
per year. I guess.

What is it reasonably  
worth?

Ans.

I don't know.

Give your best estimate  
of its fair cash value?

Ans.

I would not want to give over  
\$70.00 for it. They say there is  
13 1/4 acres.

Have you ever worked on  
said land or controlled it,  
if so who did you work  
for or who did you get control  
of it from?

Ans.

I cleaned up some one acre for  
Mr Owens and he paid me  
for it. Then I rented it  
from Mr Owens.

To whom did you pay the rents?

Ans.

I paid Mr Owens one year and  
the next year I paid Jim  
Johnson

~~From whom did Mr Johnson~~



did Mr. Johnson get it?

Ans. I think he got it from Mr. Owens.

How long was Mr. Owens in possession of it, using & controlling it before he let Mr. Johnson have it?

Ans. I think a little over 12 months

How long has Mr. Johnson had it in possession?

Ans. Three years this last spring & recon.

How did Mr. Johnson get it from Mr. Owens by purchase or renting?

Ans. He bought it of him or contracted for it. he bought a bondman and this was in it, and he bought, provided Owens got a right to it Jim Johnson was to get it.

~~Is it not a fact that Mr. Owens took possession of it about the time near the house was built for Mrs. Green & he there~~

Are you acquainted with the other land bought in this



Case to be sold? That is the other  
Emma Green track?

Ans. No. I don't know anything about  
it.

~~Y. Ex. Re - Ex.~~

1 Did you ever hear Mrs. Green say that Mr.  
Green was to have \$35<sup>00</sup> for building the  
house?

Ans. I heard her talk about it, but  
am not certain that I did.

2 Did you ever hear her complain any  
about the house not being finished before  
she moved into it?

Ans. I did not.

3 How much rent did you pay owner  
as rent for said land?

Ans. I just paid him  $\frac{1}{3}$  for the new  
ground, and  $\frac{1}{2}$  for the old land,  
and it was in a boundary of  
other land that I tended and  
I cannot tell just how  
much I did pay on this  
particular land.

And further this deponent with notes

Witness claims

Enoch <sup>his</sup> Johnson  
mark

1 day 50 ct.

The further taking of deposition



in this case is adjourned until  
Monday Oct 12<sup>th</sup> 1896. at the  
same place.

This Oct 8<sup>th</sup> 1896.

H. C. Joslyn

2nd Court.

Met Pursuant to adjournment  
on this Oct 12<sup>th</sup> 1896. at the office  
of our J Bloukenship. Present  
our J Bloukenship for the Plff.  
and D. C. Sewell for the <sup>advs</sup> ~~def~~.

G. W. Seely another witness of lawful age  
and being duly sworn deposes & says, for  
Plff.

Ques 1. Are you acquainted with the house built  
by S. N. Owens for Emma Greer and if  
so what do you consider it was worth to  
build said house.

Objected to because immaterial  
& irrelevant, the contract price  
should govern. D. C. Sewell for Advs.

Ans. I am acquainted with the house  
S. N. Owens built for Emma Greer  
and I think it is worth \$35.00

2. Are you acquainted with the land Mr.  
Owens was to have for building said house  
and if so how much is there of it and what



is it worth?

Ans.

I am acquainted with said land. There is, if I understood it right there is 7 or 8 acres of it, and it is worth \$4.<sup>00</sup> or \$5.<sup>00</sup> per acre.

3. Do you know whether there is any unpaid purchase money due on said land from Peter Robinson to Welch and if so how much?

Ans. I don't know.

X-Examined -

Are you acquainted with the 57 acre tract spoken of in the Plaintiffs Bill as adjoining the lands of Thomas Lawton, James Johnson, Lip Willis & Frank Hygal?

Ans.

I am acquainted with said land. What would be its fair cash rental value per year?

Ans.

I reckon a man could give \$8.<sup>00</sup> or \$10.<sup>00</sup> per year for it.

And further this deponent doth not.

Witness claims  
1 day .50 cts

J. W. Keeley



S. T. Owens another witness of lawful age and being duly sworn deposes & says for Plff.

Ques 1. When did Emma Greer die?

Ans. The testimony of this witness is excepted to as incompetent, being the plaintiff & interested & party to the contract, Mrs. Greer being against whom he testifies being dead. D. T. Sewell for Adv.

Ans. I think it was in Jan'y 1893.

2. Did she in her lifetime or her heirs since her death make or tender to you a deed for the land you was to have for building her house.

Ans. No Sir. They did not.

3. Did she or not have the title to said land.

Ans. Not waiving above exception to the competency of the witness, but relying thereon the question above is objected because the records is the best evidence.

D. T. Sewell for Adv.

Ans. No Sir. She did not have any title to it.

4. Please state how the land came to her & from whom and is there any purchase money unpaid against the land & to whom?



objected for reasons stated above

D.P. Sumner

Ans.

She got it in exchange from Peter Robinett. Robinett bought it from France Welch. The land belonged to Rebecca Welch's heirs, and they beired it from Samuel Robinett's estate. it was laid off to them in the partition, and is a part of <sup>and contains 7 or 8 acres. I think 3</sup> No 6. in the plat. I have understood that there was purchase money behind, going to the Welches or their assignee, and is owing by Peter Robinett.

5. Have the Welch heirs conveyed this land to Peter Robinett, & has Peter conveyed to Emma Greer. if you know.

Ans.

I don't think they have. but my information is that they have not. I don't think he has conveyed to Mrs Greer. if he has I don't know anything about it. ~~The Plat shows that there is 8 1/2 acres of this land, and I think that is right.~~  
Besides ~~improperly~~ objected above the information is hearsay & not admissible.

6. Are you willing now and have you been



willing all the time to take this land according to your contract, provided you could get a good title for the same.

Ans.

I am, and always have been willing to take the land, if I could get a good title to it. And further this deponent soith not.

Samuel N. Owens

G. W. H. Harris another witness being duly sworn & introduced by defendant.

Are you acquainted with piece of land said to have been paid to Mr S. N. Owens on a house contract with Mrs Green?

Ans.

I am.

That is said land reasonably worth per acre?

Ans.

I think it ought to be worth \$7.<sup>00</sup> per acre. My judgment is that there is from 8 to 10 acres

Are you acquainted with the 57 acre track mentioned in Plaintiffs Bill as adjoining Lawson, Willis & Ogden & others?

Ans.

I am.



What is the fair cash rental value of it per year?

Ans. I think it ought to be worth from \$20.00 to \$25.00 per year.  
+ Expend.

1. Are you acquainted with the land sold by S. N. Owens to Jacob Flanery, and if so how far is it from the 8 1/2 Acres.

I am. It joins it or perhaps very near. There may be a little strip between.

2. How does it compare with the 8 1/2 Acres in value per acre.

Ans. The Flanery land I think is worth the most per acre.

3. Then if the Flanery land sells for and is worth only \$4.00 per acre, you are too high on the value of the 8 1/2 Acres are you not?

Objects to because argumentation & misleading

Ans. If it sold that way I of course would be too high on the other.

4. How much tillable land is on the 57 acre tract.

Ans. I am not positive. How much



Cleared land there is. There is  
from 10 to 15 acres.

And further this deponent doth not,  
Witness Claims / day 50 cts E. L. Harris

Annie Lawson another  
witness of lawful age being  
duly sworn deposes as follows.

Were you acquainted with Mrs Emma  
Green in her life time & are you  
acquainted with S. N. Owens?

Ans. I was acquainted with her, and  
am acquainted with him.

Did you or not ever have  
a conversation with Mr S. N.  
Owens about building the  
house for Mrs Green, if so  
where was it, where & state  
what it was?

Ans. This is excepted to because no foundation has  
been laid for this enquiry. — Orr for Off.

Ans. I did have a conversation with  
Mr Owens, in regard to the  
house contract, it was at  
my house, it was the same  
morning, after the contract was  
made. Mr Owens told me he had con-  
tracted to build the house. he



said he was to put two floors in it. two doors. a chimney was to cover it. He said he was to take the land as pay, to take the land. how it valued. and to take the pay for building the house out of it.

Did he or not say how much he was to get for building the house? if so how much?

Ans.

The best I can remember about it. he said he was to have \$30.00 for it.

Were the floors & doors

completed? or in what condition was the house left by Mr. Owens?

Ans.

There was one door made, and put up. The back end of the loft was not all laid. The floor of the loft was put down and the joist was laid down flat. The lower floor was very open. it <sup>was</sup> keyed down. and there was some nails in it.

Mr. Owens said when it chred out, he would key it up and nail it down. I did not hear



anything said about any window.  
but there was a window cut,  
out and a wooden shutter put  
to it. There was to be two  
doors.

There were any sash or window  
window sash or lights put in  
the window?

Ans.

No Sir.

Mr + Exm

1. Were you present when contract was made?

Ans.

No Sir. I was not.

2. What relation are you to Mrs. Greer?

Ans.

I am a sister to her. She is dead  
and left two minor children.

3. Do you say all the joists were flat?

Ans.

If there was any that was not,  
I don't remember it.

4. Did you examine the plank to see if nailed  
down on the left?

Ans.

I did not examine them.

5. I believe you have stated that you saw  
Mr Owens nailing down the lower floor,  
is that correct?

Ans.

I did not see him. but I saw his  
hands nailing what was put in  
it.

6. When did you first see the house after Mrs.



Greer moved into it?

Ans. I dont remember how many days  
she was there <sup>before</sup> 2 days it,

+ Re Examined -

Did Mr. Owens. wait & key  
the floor down after it dried  
out as he said he would  
do?

Ans. I did not hear any account of  
it, if he did. The floor was  
open when Emma died.

From whom did Mrs Greer  
get the land from she  
let Mr Owen have for  
building the house?

Ans. She got it of Peter Robinett.

How did she get it?

Ans. She swapped for it.

What did ~~she~~ <sup>he</sup> get in  
exchange for it?

Ans. She gave him her interest in  
her fathers estate. for a share  
that he got from the Welch  
heirs. in the same estate.

Were there any deeds or  
title bonds executed between  
them in accordance with said swap?



Ans. I don't know, only what they both said about it. She told me that she made Peter a deed to it. I don't remember that I ever heard Peter talk about it, but she told me. She got a little bond from him.

This is excepted to as self-serving &c and not admissible to prove anything.

Err for Off.

And further this deponent with out.  
 Witness claims, Anne Larson  
 1 day 50 cts.

~~J. W. Orr another witness of lawful age  
 being first duly sworn depose and says  
 1 qus. Have you an abstract copy of the partition  
 of the land of Samuel E. Robinson,  
 deceased which shows the number of  
 acres assigned to the Heirs?~~

The further taking of this account  
 is adjourned until Saturday  
 Oct 17<sup>th</sup> 1896. at same place  
 at the office of S. C. Sewell.  
 This Oct 12<sup>th</sup> 1896.

H. C. Joslyn  
 Sple Comm.



Met at the office of Orr &  
Blountship. by agreement on this  
Feb 3<sup>o</sup>. 1897.

W. P. Weston another witness being  
only sworn deposes as follows:

1. As administrator of Emily Green  
decd, please state if anything  
came into your hands?

Nothing has as yet <sup>has</sup> come into  
my hands.

2. Take the copies of decrees 1, 2 &  
3 in the Cause of L. W. L. Welch  
guard vs Amanda Welch & others  
& file them as a part of your  
deposition?

I do as directed & mark them  
1, 2 & 3 -

- 3 What is your information as to  
the whereabouts of Samuel P. Robinson?  
Is he a resident or non-resident  
of this state?

Ans He is a non-resident of this  
state, but his whereabouts I am  
unable to say, according to my  
information.

The filing of the <sup>original</sup> copies of decrees as evidence, is  
excepted to, because having no bearing on the  
issue.

Orr & Blountship  
for Off.



And further This deponent doth not.  
W. P. Weston

Virginia Lee County To-wit.

L. Henry C. Goslyn Spl Commissioner, do hereby Certify, that the foregoing depositions of Anna Robinett, James M. Fisher, Enoch Johnson, G. W. Neely, S. N. Owens G. W. H. Harris, Anna Lawson and W. P. Weston, were duly taken, sworn to and subscribed before me, at the times and place, mentioned in the Caption of the same. Given under my hand this 3<sup>d</sup> day of February 1897.

H. C. Goslyn  
Special Commissioner



S. M. Owens  
vs. J. L. Chey  
W. P. Weston  
Admr of Emma  
Green Decd.

---

The depositions  
of S. S. Johnson  
Anna Robinett  
James M. Fisher  
Enoch Johnson  
L. W. Keely  
S. M. Owens  
L. W. H. Harris  
Aving Lowson &  
W. P. Weston.

---

Costs.

Witnesses 3.50

Sheriff 3.60

Filed Feb 18th 1897

A. B. Mursey Clerk



S. N. Owens Plff. } In Chancery.  
W. P. Weston Adm et al <sup>vs.</sup> Defts. }

To the Honorable W. J. Miller Judge  
of the Circuit Court for Lee  
County Virginia.

Pursuant to an order entered in  
your honor's Court on the 12<sup>th</sup>  
day of November 1895. In which  
I was appointed a Commissioner  
to State and settle the administration  
account of W. P. Weston Adm of  
the Estate of Emma Green Decd. to  
ascertain the indebtedness of said  
Estate, and what Real Estate she  
owned at her death. its value  
and the annual rental value  
of the same. respectfully report  
that on the 14<sup>th</sup> day of February 1896.  
and on subsequent days. I proceeded  
to perform that duty. after first  
notifying all parties concerned of  
time and place of sitting.  
I find that the Administrator W. P.  
Weston has had nothing in his  
hands belonging to said estate  
and there is no personal estate  
for the purpose of paying this



or any debt owing by said estate  
of Emma Green sec<sup>d</sup>. That the  
only debt due from said estate  
is the one here reported amounting  
to \$36.<sup>50</sup> with interest on \$35.<sup>00</sup> from  
the first day of August 1892, which  
interest amounts to \$7.<sup>52</sup> up to March  
1<sup>st</sup> 1896. with Justices Costs added  
\$1.<sup>50</sup> makes the whole debt \$44.<sup>02</sup>  
up to March 1<sup>st</sup> 1896. There being  
no personal estate, and the  
rental value being according to  
A. J. Lawson whose deposition is  
filed herewith, only \$10.<sup>00</sup> per year.  
will not in five years pay this  
debt and the Costs of Suite, I  
ascertain that there is but about  
16 acres of land belonging to this  
estate. and the value of same  
is \$10.<sup>00</sup> per acre.

All of which is respectfully submitted  
Feb 17<sup>th</sup> 1896. Henry C. Joslyn  
Commissioner



S. N. Owens Off.

vs. J. L. Chandler

W. P. Weston Adm et al vs.

Commissioners Report

Filed Feb 18th 1896

A. J. Murry

And because there was no notice or  
appearance by the guardian ad litem.

March 6 1896. Andrew Sewell

This report is excepted to, because,  
1<sup>st</sup>, W. P. Weston adm<sup>n</sup> has since  
the filing of this report, <sup>been informed</sup> that the  
estate of Emma Green owes the  
plaintiff no such debt  
but on the contrary the said  
plaintiff is partly indebted to  
said estate in a much  
larger sum.

2<sup>nd</sup>, The debt reported here is for  
the building of a house & the  
said Emma Green in her life  
time sold to said plaintiff  
or paid him 7 acres of land  
for the same, & he was  
to pay her the surplus,  
both the house & the land  
to be valued against cash  
by disinterested parties. The  
said plaintiff went into possession  
of the 7 acres of land & has  
sold the same to one John  
Johnston who has it in  
possession & for a much longer sum  
than he charges for the house.  
few words to this effect.

Adm<sup>n</sup>.

Com<sup>r</sup>'s fee  
J. L. Lawton att

5.00  
1.50



S. N. Owens Plff.

} 2y  
Chey

W. P. Weston Adm et al Defendant

To the Honorable W. T. Miller  
Judge of the Circuit Court for  
Lee County Virginia.

Pursuant to a decree entered in  
your honor's Court. on the 6<sup>th</sup>  
day of March 1896. In which order  
or decree. the above styled Cause  
was re-committed to me for a  
further report. as Commissioner  
and having performed that duty  
report as follows. on the 15<sup>th</sup> day  
of May <sup>1896</sup> and on several subsequent  
days. after giving due notice to  
all parties concerned, including  
the Guardian Ad Litem for the  
infant heirs. I have as best I  
could performed the duty assigned  
me and respectfully report. I  
find the Adm. W. P. Weston has  
had nothing in his hands that  
belonged to the estate of Emma  
Green decd. and that there is no  
personal estate for the purpose  
of paying this or any other debt  
the estate might owe. The only  
debt due from this estate is the  
one sued upon by S. N. Owens  
which I ascertain after taking



the testimony should be the  
sum of \$30.<sup>00</sup>

The facts in the case as well  
as I can ascertain them are  
as follows. Sometime about three  
years previous to the bringing of  
this suit, Emma Greer and S. N.  
Owens made a trade, the terms of  
which seem to be that Owens  
was to build a house for Emma  
Greer for the price of \$35.<sup>00</sup> and  
in payment was to take a piece  
of land from Emma Greer. to be  
priced, and if the land was worth  
more than the building of the  
house. Owens was to pay her  
the difference, Owens went on and  
built the house, and from the  
testimony failed to do quite as  
much work on the house. or  
did not quite complete the job.  
hence I report the building of  
the house at \$30.<sup>00</sup> instead of  
\$35.<sup>00</sup> the amount claimed by Mr  
Owens. In the mean time Emma  
Greer moved into the house  
and Owens took possession of  
the land, and has traded it to



one James Johnson provided he Owens gets a deed to it, I believe Johnson still has possession of this land, and from what I can learn it is worth about \$5<sup>00</sup> per acre, but the witnesses differ very much. Some put it as high as \$10<sup>00</sup> per acre while others put it as low as \$4<sup>00</sup> per acre.

Now Emma Greer was a daughter of Samuel E. Robinett, and in the division of his lands, 57 acres was laid off to Emma Greer as her share, and Emma Greer it seems swapped her share to Peter Robinett. For a share he Robinett had purchased from the Welch heirs, and I have been unable to find any deeds on record in which this share of Emma Greer has been deeded to said Peter Robinett, but as she could not, or did not give Mr Owens a deed or make any settlement with him for building said house, and Mr Owens being unable to get a title to the land she put him in possession of. I am



of the Opinion that the 57 acres  
is still the property of Emma  
Greer's heirs, and ought to be  
subjected to the payment of her  
debts, and from the testimony  
this land will not rent for  
enough in five years to pay  
this debt of \$30<sup>00</sup> and the  
costs of this suit. If the  
Admr of Emma Greer's estate can  
furnish a title to the land now  
in possession of James Johnson  
as a purchaser from S. M. Owens  
then I would recommend that  
Owens be made to take the  
land at the price of \$5<sup>00</sup> per  
acre. This matter seems to me  
to be very much mixed up  
and Peter Robinett who probably  
is the only person that knows  
all about how this matter stands  
is a nonresident and his  
whereabouts are unknown, so  
it is very hard to get at the  
real facts in the case, as far  
as ascertaining which piece of  
land Emma Greer really did  
own at the time of her death



but as I have stated above  
it is my opinion that the  
57 acres spoken of in the  
bill is really her estate, and  
Mr Owens not having received  
any pay for his building. provided  
he gets no title to the land now  
in possession of Johnson. That  
Mrs Greer was to pay him  
on the house transaction. That  
said 57 acres ought to be made  
to stand good to Owens for his  
debt, All of which is

Feb'y 15<sup>th</sup> 1897. Respectfully Submitted  
H. C. Goslyn  
Special Commissioner



This report is excepted to  
1<sup>st</sup> Because its findings are  
contrary to the law & the  
evidence -

2<sup>d</sup> Because he concludes that  
because the infant defendants  
because infants cannot make  
a deed to land traded for  
building the house when it  
clearly shown that they have  
such title thereto that can  
be enforced & title extracted  
from them. Their mother from  
whom they inherit had a title  
found thereto from Peter or  
S. P. Robinett (see deposition

S. N. Owens Off

vs. J. L. Chancy

W. P. Weston Adm

of Anna Green sick  
et al.

Commissioners

Report No 2.

Filed February 15 1897

A. J. Munsey Clerk

Court fees \$10.00

of Anna Robinett) & S. P. Robinett  
had deed therefor (see references  
in Nels case) - The Court should  
have found the debt paid & the  
amount due the defendants because  
of overplus of land -

W. A. Orr Jr  
Guard & Litim  
& P. S. for Admin.



Former adjudication

Drifted along for  
some time, when Legg  
lefted his warrant

Had no right to do  
so. He could have  
dis missed,

But he went and  
got the papers in  
the absence of the  
Justice

Orr & Olinger  
appellate court,

Not so they simply  
found that there was  
a former adjudication

Well if a warrant  
is out, and still pend-  
ing, they cannot  
bring this out.

Non est factum -

Says that they will  
prove the execution  
of the note.

Says Morris admits  
he did give a note,  
but not this one.

Will then say  
an the right one

Admits owing -  
not so,



J. H. P. Legg,

I had an account  
against Mr Morris.

On the 15<sup>th</sup> of April I  
went to him, and told  
him I had a blank note.  
He told me to sign  
the note for him, I  
signed his name to said,  
note, at his request  
and in his presence.

At the time I gave  
him, he asked me the  
amount of the note.

X 2

I thought the matter  
was settled.



S. N. Owens  
 Against  
 W. P. Weston Adm- } On the 27<sup>th</sup> day of July 1895.  
 of Emma Owen ad. } (In debt.)  
 At Greenville in said County.  
 25-00

JUDGMENT, That the Plaintiff recover of the Defendant \$ 35.00, with interest thereon from the  
1<sup>st</sup> day of August 1892 till paid, and \$ 1.50 for costs.

W. C. Joslyn, J. P.

VIRGINIA--Lee County, To-wit: To J. B. Shuffelbarger Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of.....

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of .....  
*W. P. Weston* *Shum of Emma Green* *dec*  
 \_\_\_\_\_, in your county, you cause to be made the sum of \$ *35.00* with  
 interest thereon from the *1st* day of *August* 189*2* till paid, which *S. N.*

\_\_\_\_\_ Ames \_\_\_\_\_ has recovered before \_\_\_\_\_ me \_\_\_\_\_  
warrant in debt, and also the sum of \$ 1.57 \_\_\_\_\_ which were adjudged to the said... L. C. K. \_\_\_\_\_  
\_\_\_\_\_ Ames \_\_\_\_\_ for costs in prosecuting said warrant.

Given under my hand the 27 day of July 1895.

H. C. Joslyn J. P.

A Copy Text.  
H. C. Joslyn J. P.



11

A.

11



1892

Apr. —

the  
 51  
 57  
 53  
 51  
 51  
 Estate of Emma Deen decd  
 Dr  
 J. H. Owens  
 Labor on dwelling \$35.00

ment  
For  
East.  
July  
Gard

~~Staph.~~ *Virginia*

This day personally appeared before me  
S. N. Owens and made oath that the above  
act is just and unpaid.

James Fisher does make oath in due  
form of law that he personally knows  
that said work was done and same  
remains unpaid. Given under my  
hand, Apr. 20<sup>th</sup> 1855  
W. S. Cleveland

W. J. Clevens & Co



Estab of Emma <sup>dec</sup>  
Lo { Act 7835<sup>00</sup>

J. H. Owen



Virginia, In The Circuit Court of  
Lee County.

S. N. Owens Plff.

vs.

W. P. Weston Admr of Emma Green <sup>et al</sup> Deft.

} In Chcy.

Having been appointed Special Commr.  
in the above styled Cause, by said Court,  
on the 25<sup>th</sup> day of Nov 1895. Notice is  
hereby given that on the 30<sup>th</sup> day of  
Jan 1897. at the office of Cor & Blountship  
in the Town of Jonesville, Va. I shall  
proceed to complete the execution of said  
decree of said Court. All parties are  
hereby notified to govern themselves accor-  
-dingly. This Jan 20<sup>th</sup> 1897.

H. C. Forslyn  
Spl. Commr



S. N. Owens  
vs. { Notice } Du Cher  
W. P. Weston Admr et al

---

I accept legal service  
of the within. This  
January 20th 1897.

W. P. Weston  
Admr et al  
of Emma Greer decd.

---

We accept legal ser-  
vice of the within  
notice. This Jan'y 20, 1897.  
Orr & Blankenship,  
Atty's for S. N. Owens.

---



S. N. Owens Reft. } In chancery  
vs. }  
W. P. Weston Admr et al Reft.

Having been appointed Special  
Commissioner in the above cause  
by the Circuit Court of Lee County,  
on the 12<sup>th</sup> day of Nov 1895:

Notice is hereby given That on  
the 14<sup>th</sup> day of February 1896. at  
the office of Orr & Blankenship  
in the town of Jonesville Va.  
I shall proceed to execute the  
decree of said Court. all  
parties are hereby notified and  
govern themselves accordingly.  
This Feby 10<sup>th</sup> 1896.

H. C. Foslyn  
Spl Commr

We accept legal service of the above notice  
Feb 11<sup>th</sup> 1896.

Orr & Blankenship, attys  
for Off.

I accept legal service of the  
above notice

Feb 13<sup>th</sup> 1896.

W. P. Weston & Adams



S. N. Owens  
vs 3 Court Notice  
W. P. Weston Adm et al.

---



S. N. Owens Plff

Against

W. P. Weston Admr

of ~~Gonna~~ Green Septs  
et al

} In Chancery

x x x x x x x x x x x

On Consideration thereof it is adjudged  
ordered and decreed, that said  
exceptions be sustained, and the said  
report is recommitteed to said commis-  
sioner, he will proceed to discharge  
the duties heretofore assigned him  
after giving the adult parties, and  
the Guardian ad litem, for the  
infant defendants due notice of  
the time and place of his sitting,  
and will report his action to some  
future term of this Court, and the  
Case is continued.

A Copy Teste

(Signed)

A. B. Munsey Clerk

Commissioners Notice:

All parties interested in the decree from  
which the above is an extract, will  
take notice, that on the 15<sup>th</sup> day of  
May 1896, at the office of Orr & Blountship  
in Jonesville, I shall proceed to  
execute the same. When and where  
all parties interested are required to  
attend, with such evidence as will  
enable me to comply with said decree.

May 4<sup>th</sup> 1896.

H. C. Joslyn  
Spl Commr.



S. N. Owens. Plff  
vs. } In Chancery  
W. P. Weston  
Admr et al Defts

We accept legal service  
of this notice May 4/96.  
Orr & Blayhoush attys  
for S. N. Owens.

I accept legal service  
of this notice May 4/96

W. P. Weston Admr  
Further executed  
May the 5. 1896  
by delivering  
a true copy of  
the within notice  
to W. C. Orr  
H. L. Flannery  
for  
W. P. Weston  
H. L. Flannery



Virginia. In Circuit Court of Lee County.  
S. N. Owens Plff.

vs.

} Du Chey.

W. P. Weston Admr of Emma Green <sup>et al</sup> Deft

Having been appointed Spl Commr in the  
above styled Cause. by said Court. on the  
25<sup>th</sup> day of Nov 1895. Notice is hereby  
given, that on the 30<sup>th</sup> day of Jan'y 1897.  
at the Office of Orr & Blounts ship in  
the Town of Jonesville Va. I shall  
proceed to complete the execution of said  
decree of said Court. All parties  
are hereby notified to govern themselves  
accordingly. This Jan'y 20<sup>th</sup> 1897.

H. C. Joslyn  
Spl Commr



S. N. Owens  
vs. { Notice } In chey  
W. P. Weston Adm et al

---

I hereby accept over-  
vice of the within  
notice this 22<sup>nd</sup>  
day of Jan. 1897.  
W. A. Drift.  
Guardian ad litem

---



Virginia: In the circuit Court of Lee County,

S. H. Orum Plff

vs

} In Chy.

W. P. Weston Admr at-ab

Having been appointed Special Commissioner in the above styled cause, by said Court, on the 12th day of November, 1896; Notice is hereby given that on the 8th day of October, 1896, at the Office of Orm & Blankenship, in the town of Joursville, Va, I shall proceed to execute the decree of said Court; all parties are hereby notified to govern themselves accordingly.  
This Sept 30th, 1896.

W. C. Joslyn

Spcl Comm

I accept legal notice of the above notice.

This Sept 30th, 1896.

W. P. Weston admr

S. H. Orum By

Wm A. Orm, Atty

Executed by



S. N. Owens

vs. Notice

Wm P. Lester, Adm'r et al

Oct 8th 1896

Executed by delivering a true copy of the within notice to S. P. Robertson's wife at his house he not being found at his usual place of abode & she being a member of his family over the age of 16 years - I delivering the same to her on the this day and reading & explaining its purport to her. This  
Oct 7th 1896.

Edw. Bledsoe D.S. D.S.  
for Wm P. Lester S.L.C.

Virginia: In County to-wit: S. H. C. Jordan, J. P. for the County, I do certify that Wm P. D. Orr, Jr. appeared before me in my County & made oath that he believed a true copy of this notice to be Wm P. D. Orr, Jr. Guardian ad litem, in this County on the 1st day of Oct, 1896.

W. C. Jordan J. P.



Commonwealth of Virginia.

To the Sheriff of Lee County.

I Command you to Summons James Johnson, James M. Fisher, Anna Robinett, Andy Lawson, Anna Lawson, Laverna Johnson, Ernoch Johnson, to appear at the Office of Orr & Blankenship, before me H. C. Foslyn Spl Commr in Jonesville Va on the 22<sup>d</sup> day of May 1896, to testify, and the truth to speak on behalf of the defendants in a Suite now Pending in the Circuit Court of Lee County, wherein S. M. Owens is Plaintiff and W. P. Weston Adverset al defendants, and This you shall in no wise omit.

Witness H. C. Foslyn Special Commr. at Jonesville Va on This 15<sup>th</sup> day of May 1896, & in The 120<sup>th</sup> year of the Commonwealth

H. C. Foslyn

Spl Commissioner.



S. N. Owens  
vs. 3 Spas for  
witnesses  
W. P. Weston et al

---

Executed on May 21<sup>st</sup>  
1896 by summoning  
all the Parties herein  
named

Ervin Bledsoe  
DS

for W. P. Weston

Executed by summoning all  
the Parties herein named  
except James Johnson

Oct 7<sup>th</sup> 1896

Ervin Bledsoe DS

for W. P. Weston

850



The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

*W. P. Western* Sheriff of the  
estate of *Emma Greer* deceased, *S. P. Robinson, Frank*  
*Greer & Betta Greer,*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held

for the said Court on the *first* Monday in *October*, 189*5*-, to answer a

bill in Chancery, exhibited against *them* in our said court by *S. N.*

*Quens.*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-

house, the *12th* day of *September* 189*5*-, and in the

*12/1st* year of the Commonwealth.

*A. B. Munsey* Clerk.  
*by J. W. F. Richmond D.C.*



J. N. Owens,

SUPCENA

vs.

IN CHANCERY.

W. P. Weston Adyar  
et als.

O. B. & E. — p. q.

To 1st Oct Rules,

Circuit Court. 1895.

It is ordered by delivering  
an office copy of the  
within unto Mr P  
Weston, Frank Greer  
Retta Greer and to  
Elizabeth Robinett  
wife of Peter Robinett  
she being a member  
of the family over the  
age of 16 years, Peter  
Robinett not being  
found at his usual  
place of abode this  
the 3rd day of Oct 1895.

Enrolled at Dept  
for Mr P Weston SLC

giving her information as  
to its purport